

PRESCRIBED HIGH CALORY LIQUID DIETS, AND CONSIST THREE (3) TIMES DAILY AND DOES OF LIQUID AMOXICILLIN. NURSES JANE AND JOAN

83. M. POMPAY WAS ALSO INSTRUCTED THAT DOCTOR LOCKERN SOUGHT A FOLLOW UP VISIT WITHIN FOURTEEN (14) DAYS.

84. SEVERAL KAPHA CARE INC PROVIDERS WERE INFORMED AND INSTRUCTED BY PLAINTIFF THROUGHOUT JUNE - AUGUST 2021, BY GENERAL SURGEONS BY GRADY'S HOSPITAL ORDERS AUGUST 04, AND AUGUST 11, 2021; ORAL SURGONS THAT PLAINTIFF NEEDED IMMEDIATE SURGERIES TO CORRECT THE FRACTURED JAW AND WHAT HAD NOW BECOME CHRONIC INFECTION, AND FULL DIETS REGULARLY.

85. DURING THE SAME INTAKE PROCEDURE, ON JUNE 24, 2021 AT APPROXIMATELY 1745 HOURS JACOBSON'S WEIGHT WAS 176 LBS AND UPON BELIEF SO ACCURATELY TRANSCRIBED IN KAPHA CARE, INC REPORTS, ALL KNEW OF WEIGHT LOSS.

86. ON JUNE 25 - 26, 2021 JACOBSON REMAINED LARGELY SEDATED BASED UPON A TRIPLE PROTOCOL FOR ALCOHOL, OPIATE, AND "BENZO" SUBSTANCES. DETOXIFICATIONS.

87. ON JUNE 24, 2021, AT APPROXIMATELY 1625 HOURS JACOBSON WAS GIVEN A URINE ANALYSIS TESTING POSITIVE FOR ALL THREE



DESCRIBED SUBSTANCES, AND KNOWN CONDITIONS.

88. THE EVIDENCE SHOWS JACOBSON RECEIVING NO LIQUID DIETS ON JUNE 24 - 25, 2021, AND REPEATEDLY THROUGHOUT AUGUST 2021.

89. JACOBSON RECEIVED NO LIQUID DIETS ON JUNE 26, 2021, AND REPEATEDLY THROUGHOUT 8/2021.

90. ON JUNE 27, 2021 EVIDENCE SHOWS JACOBSON RECEIVED ONE LIQUID DIET.

91. THE EVIDENCE ALSO SHOWS THAT HARD FOODS AND PILLS WERE BEING ADMINISTERED CONTINUOUSLY THROUGHOUT JUNE - AUGUST 2021, CRUSHED.

92. DESPITE LIQUID DIET PRESCRIPTIONS AND LIQUID ANTIBIOTIC, PAIN RELIEVER MEDICATION MAPHA CARE, INC NURSES JANE DOES III, IV, V, VI, AND VII, JOHN DOE I, YET IDENTIFIED PROVIDERS AND PERSONS DAILY BETWEEN JUNE - AUGUST 2021 CRUSHED PILLS AND MADE JACOBSON PUSH THEM THROUGH HIS WIRES CONTRARY TO PRESCRIPTION BY PROVIDERS.

93. SEVERAL DEPUTY SHERIFFS OFFICE EMPLOYEES, DEPUTY PEEK, DEPUTY COILET, K. NORTH, SGT. FINCH, DEPUTY MATHONE, TOGETHER WITH YET IDENTIFIED PERSONAL WERE FULLY AWARE BETWEEN JUNE - AUGUST 2021, JACOBSON WAS CONSISTENTLY DENIED



HIS LIQUID DIETS, AND DISREGARD THE RISKS.

94. A REGULAR PRACTICE WAS APPROVED ALLOWING JACOBSON REGULAR TRAYS WHEN LIQUID TRAYS WERE NOT SENT AND FOR HIM TO FORCE FEED HIMSELF BY MASHING FOOD AND FORCING IT BETWEEN HIS WIRES THROUGHOUT JUNE - AUGUST 2021. ALL KNEW

95. ALL NAPHA CARE, INC EMPLOYEES MICHAEL POMPAY, MD, PROVIDES, SGT FINCH, MAJORS WERE ALL AWARE AND APPROVED OF THE CRUSHED FOOD PRACTICES. BETWEEN JUNE - AUGUST 2021, AND RISKS

96. AS EARLY AS JUNE 27-28, 2021; JACOBSON STARTED EXPERIENCING MAJOR INFECTIONS WITHIN HIS MOUTH DUE TO BOTH THE FORCE FEEDING PRACTICES, LACK OF ANTIBIOTIC PRESCRIBED TREATMENTS, LACK OF NUTRITIONAL VALUE, AND DENIAL OF PROPER DIETS, IMPLEMENTED BY EARMART, INC.

97. DEPUTIES GAY, PEEK, COLLET, K. NORTH, SGT FINCH, DEPUTY HORN, M. POMPAY, JANE DOE I - VIII, JOHN DOE I, PROVIDER JOHN DOE II, JANE DOE I WERE ALL INFORMED AND COLLECTIVELY AND INDIVIDUALLY PARTICIPATED IN DENYING JACOBSON HIS DIETS. BETWEEN JUNE - AUGUST 2021.



98. JACOBSON REPEATEDLY INSTRUCTED ALL PARTICIPANTS DESCRIBED, AND THE RISK WERE OBVIOUS THAT DENYING HIM LIQUID FOODS BETWEEN JUNE-AUGUST, 2021, WOULD AND DID CAUSE HIM SIGNIFICANT HARM AND DAMAGES. THEY DISREGARDED THE SAME.

99. ON JUNE 28, 2021, CORRECTIONAL DEPUTIES DID BEGIN TO INSTRUCT DR. POMPAY THAT JACOBSON WAS NOT RECEIVING HIS LIQUID DIETS REGULARLY. CALLING EARMART.

100. DEPUTY GAY WOULD DISPUTE THAT JACOBSON "WAS NOT GETTING" HIS DIETS ON JUNE 28, 2021, UPON INFORMATION ON HER BODY CAMERA.

101. JACOBSON ALSO ENTERED RICE STREET WITH WHAT APPARENTLY WAS A BOWL INFECTION. LATER TREATED WITH MEDICATIONS.

102. JACOBSON WAS PROVIDED LIMITED BRIEFS AS INFECTION IMMUNATED FROM HIS BOWLS AND DOCTOR POMPAY INSPECTED HIS UNDER GARMENTS ON JUNE 28, 2021.

103. DOCTOR POMPAY IS CREDITED FOR TREATING AND RESOLVING THE BOWL INFECTION. AND ATTEMPTING TO RESOLVE SOME ISSUES.

104. BRIEFS WERE LARGELY PROVIDED AFTER JUNE 28, 2021, UPON REQUEST.

105. UPON ADMISSION TO MOU #09



ON OR ABOUT JUNE 25, 2021 DR POMPAY OBTAIN WRITTEN HIPAA WAIVERS FOR JACOBSON'S WELLSTAR KENNSTONE MEDICAL RECORDS BUT COULD NOT OBTAIN THEM.

105. DOCTOR POMPAY CONFIRMED ON OR AFTER JUNE 28, 2021 HE WAS NOT ABLE TO OBTAIN JACOBSON'S MEDICAL RECORDS

106. PROVIDER JANE DOE (I) ALSO CONFIRMED THE "RUN AROUND" NAPHA CARE, INC WAS RECEIVING IN OBTAINING MEDICAL RECORDS FROM WELLSTAR KENNSTONE.

107. NAPHA CARE, INC, AGENTS OR EMPLOYEES NEVER REQUESTED WAIVES FOR ANY OTHER MEDICAL FACILITIES AS PREVIOUSLY DESCRIBED. COMMITMENTS AFTER 6/25/2021.

108. ON JUNE 29, 2021, HAVING ATE ALMOST NOTHING FROM ADMISSION TO DATE JACOBSON EXPERIENCED STOMACH ACHES AND REFUSED THE NIGHT PILL CALL; BY JANE DOE (IV)

109. ON THIS SAME DATE EVERYONE THEN BECAME IN AGREEMENT JACOBSON "WAS NOT" BEING PROVIDED LIQUID DIETS.

NO CORRECTIVE ACTION FOLLOWED ON JUNE 29, 2021.- OR THROUGHOUT AUGUST 2021.

110. DEPUTY GAY, ON JUNE 29, 2021 AGAIN DISPUTED THE CLAIM OF LACK OF DIETS PROVIDED TO M. POMPAY AND DEPUTY CORLET.



111. FROM JUNE 26 - JULY 01, 2021 JACOBSON LARGELY SUBSIDED ON SOLID FOODS. DEPUTY COLLET ATTEMPTED TO ASSIST.

112. ON JULY 1, 2021, WITH DEPUTY GAY DOCTOR POMPAY CONDUCTS A WELLNESS CHECK. GAY REPORTEDLY ACTIVATES HER BODY CAMERA DENYING JACOBSON'S CLAIMS AGAIN. POMPAY SEEMINGLY AGREES JACOBSON'S RECTIFYING EQUIDS.

113. ON JULY 1, 2021 OFFICER PEEK FAILS TO DELIVER JACOBSON'S EVENING MEET. PEEK DESCRIBES THIS IS A REGULAR PROBLEM WITH THE "KITCHEN" OR EARMART, INC EMPLOYMENT LONG STANDING.

114. DEPUTY PEEK SUGGESTS HE HAS NO POWER TO RESOLVE THE LACK OF MEET ISSUE AND ON JULY 1, 2021 SUGGESTS TO FILE "A COMPLAINT" AND CONTACT SUPERVISORS.

115. JACOBSON'S FIB/PIN ACCOUNT WAS INOPERATIONAL BETWEEN JUNE - JULY 2021 UNTIL SGT FINCH RESOLVED THE MATTER. SOMETIME IN JULY 2021.

116. JACOBSON WAS UNABLE TO FILE A FORMAL ELECTRONICALLY STORED INFORMATION GRIEVANCE (EFI) UNTIL SOME TIME AFTER JULY 1, 2021. AND FINCH RESOLUTION.

117. SGT. FINCH, ON JULY 01, 2021 ALSO RETRIEVED JACOBSON'S TRAY FROM



THE KITCHEN ON 8<sup>TH</sup> SHIFT. FROM EARMART, INC  
118. MEDICAL STAFF AND SEVERAL DEPUTIES  
BEGUN TO CALL THE KITCHEN EITHER IN  
ATTEMPTS TO RETRIEVE TRAYS OR RESOLVE  
SOME APPARENT PROBLEMS BETWEEN  
JULY 1 - 5TH, 2021. AND AUGUST 2021.

119. ON JULY 05, 2021 JACOBSON FOR THE  
FIRST TIME SINCE JUNE 24, 2021 RECEIVED  
THREE LIQUID TRAYS. FROM EARMART.

120. ON JULY 05, 2021 MEDICAL STAFF JOHN  
DOE (I) TOGETHER WITH DOCTOR POMPAY  
CONDUCT A WEIGHT CHECK. JACOBSON PERSONALLY  
OBSERVED JANE DOE (V) (MS. BROWN) RECORD  
HIS WEIGHT AT 165 LBS.

121. THROUGHOUT JUNE 25 - JULY 5, 2021  
SHERIFF EMPLOYEES AT FULTON COUNTY JAIL  
JOHN DOES (2) (IV) - (X), AND JANE DOES  
(2) (IX - XVI) AND THEN THROUGHOUT JULY 28,  
2021; TOOK NO AFFIRMATIVE ACTIONS TO  
SUPERVISE, DISCIPLINE, AND OR TRAINING  
THOSE WHO FAILED TO PROVIDE JACOBSON HIS  
LIQUID DIETS, INCLUDING EARMART, INC.

122. THOSE DESCRIBED DIETS WERE PRESCRIBED  
BY THE KENNSTONE NUTRITIONIST AND DOCTOR  
POMPAY, BEGINNING IN JUNE 06, 2021  
OR THEREAFTER BEFORE JUNE 26, 2021. -  
AUGUST 2021.



123. EACH OF THOSE NAMED IN PARAGRAPHS FOUR (4) THROUGH (10), AND (121) KNEW THE PRECISE RISKS OF INTERFERING, DELAYING, FAILING TO ADMINISTER, DISREGARDING THE LIQUID DIET ORDERS YET CONSCIOUSLY CHOSE TO IGNORE THOSE RISKS UNDERSTANDING AND CONCLUDING JACOBSON WOULD BETWEEN JULY - AUGUST 2021, AND CONTINUALLY SUFFER COMPLICATIONS, NEEDLESS PAIN AND SUFFERING NEEDLESSLY.

124. AS A DIRECT AND PROXIMATE CAUSE OF THOSE COLLECTIVELY NAMED IN PARAGRAPHS 123 PLAINTIFF SUFFERED CHRONIC INFECTION IN HIS INNER JAW, SEVERE WEIGHT LOSS, LIVER DAMAGES ATTRIBUTED TO INFLAMMED RABDOMYOSIS, NEEDLESS PAIN, SUFFERING ANXIETY, FUTURE ADDED MEDICAL AND MENTAL HEALTH COSTS.

125. UPON BELIEF THE EVIDENCE WILL CONCLUSIVELY DEMONSTRATE LONG AND PERSISTENT FAILURES TO TAKE CORRECTIVE ACTIONS AGAINST FARMAAT, INC AND NAPHACARE, INC. THROUGHOUT THEIR ENTIRE EMPLOYMENT, AND BETWEEN JUNE - AUGUST 2021.

126. ON JULY 05, 2021, JACOBSON'S CHRONIC INFECTIONS CONTINUED TO DETERIORATE TO THE POINT WHERE BONE FRAGMENTS BEGUN



TO POP OUT OF HIS SKIN.

127. DEPUTY PEEK IS INFORMED OF THE NEED FOR EMERGENCY MEDICAL ATTENTION ON JULY 5 AND OR JULY 06, 2021, AT APPROXIMATELY 1645 HOURS.

128. UPON INFORMATION AND BELIEF DEPUTY PEEK REPORTED THE INCIDENT TO JOHN DOE (T), NURSE "KEN", AND OR OTHERS

129. JOHN DOE I KNEW, ON SAID DATES THAT THE BONES EXTRUDING PRESENTED A STRONG POSSIBILITY LET UNTREATED THOSE EXTRUSIONS WOULD AND DID CAUSE CHRONIC INFECTION, NEEDLESS SUFFERING, AND WERE NOT PROPERLY TREATED AND DIAGNOSED.

130. EVENTUALLY JOHN DOE CONSULTED M. PUMPAY AFTER THE EXTRUSIONS WHO ALSO CONCLUDED THAT A STRONG POSSIBILITY EXISTED FOR CHRONIC INFECTIONS TO OCURE AGAIN THAT RISK WAS DISREGARDED WHEN HE FAILED TO PROVIDE ANY CARE, REFER THE MATTER TO AN OUTSIDE PROVIDER, DIAGNOSED, TREAT THOSE MATTERS, OR SEEK OUTSIDE HELP.

131. NOT UNTIL APRIL 4, 2021 WAS PLAINTIFF SENT TO GRADY MEMORIAL FOR EMERGENCY CARE.

132. DEPUTY PEEK, ON OR ABOUT JULY 5, 2021; TRANSPORTED PLAINTIFF TO JANE DOE I'S OFFICE SOMETIME AFTER 1500 HOURS.

133. JANE DOE I HAS A STRONG BELIEF THAT OUTSIDE TREATMENT WAS NECESSARY FOR THE



EXTRUDING BONES YET DISREGARDED THAT NEED WHICH CAUSED PLAINTIFF TO SUFFER CRONIC INFECTIONS, PAIN AND SUFFERING NEEDLESSLY AFTER JULY 05, 2021 UNTIL THE DURATION OF HIS CONFINEMENT, DESCRIBED AUGUST 2021 HENCE.

134. JAKE DOE I WAS ALSO INFORMED AND PERSONAL PARTICIPATED TOGETHER, JOHN DOES (2) (IV)-(X), AND JANE DOES (2) (IX)-(XVI), THAT BETWEEN JUNE 24-JUNE 5, 2021 PLAINTIFF WAS CONSISTENTLY DENIED HIS LIQUID DIETS, AND INTO AUGUST 2021.

135. ALL SAID PARTIES IN PARAGRAPHS, 134 DEPUTIES PEEK, COLLET, MATHONE, K. NORTH, SGT. FINCH, SGT. PRICE, PERSONAL PARTICIPATED IN FAILING TO CORRECT AND DENYING PLAINTIFF HIS LIQUID DIET(S) RELATIVE TO SOME UNBEKNOWNST ERRORS AND OR WITNESSED THE SAME AFOREMENTIONED ACTING IN CONFORMITY WITH DE FACTO PRACTICES.

136. ALL AFOREMENT PARTIES IN CONCERT KNEW OF THE MANIFESTED SIGNIFICANT RISKS OF DENYING PLAINTIFF HIS LIQUID DIET.

137. THOSE PARTIES AFOREMENTIONED DISREGARDED THAT RISK WHICH RESULTED IN SEVERAL DAMAGES AND NEEDLESS WANTON INFLICTION OF PAIN, AND INFECTIONS.

138. FAILING TO TAKE CORRECTIVE ACTION TO ENSURE CONSIST LIQUID DIETS WAS RECKLESS.



139. EACH NAMED DEFENDANT PERSONAL PARTICIPATED IN FAILING TO TAKE CORRECTIVE ACTIONS BETWEEN JUNE 24 - AUGUST 20 21.

140 EARMART INC FAILED TO DELIVER PROPER LIQUID DIET IMPLIMENTATION.

141. EARMART INC DEFENDANTS "MJS" (JOHN / JANE DOE) AND "JF" (JOHN AND JANE DOE) PERSONALLY PREPARED INSUFFICIENT LIQUID DIET TRAYS ON AND BETWEEN JUNE 24 - AUGUST 20 21.

142. TOGETHER WITH ALL OTHER NAMED DEFENDANTS BETWEEN JUNE - AUGUST 2021, THOSE DEFENDANT KNEW THAT A LICENSED DOCTOR PRESCRIBED THAT DIET YET INTERFERRED.

143. THE JURISPRUDENCE IS CLEARLY ESTABLISHED BETWEEN JUNE - AUGUST 2021, THAT INTERFERING WITH PRESCRIBED DIETS WILL SIGNIFICANTLY CAUSE HARM, AND DIS.

144. DESPITE THIS KNOWLEDGE ALL NAMED DEFENDANT EARMART INC, NAPH CARE INC, ALL JANE AND JOHN DOES DISREGARDED THAT RISK BY REFUSING TO CONSISTENTLY PROVIDE FOR JACOBSIN'S DIETARY NEEDS ALL BETWEEN JUNE - AUGUST 2021.

145. AS A PROXIMATE CAUSE DIRECTLY ATTRIBUTED TO ALL DEFENDANTS CONCERTS OF ACTION PLAINTIFF LOST SIGNATANT



WEIGHT, INCURRED CHRONIC INFECTIONS, SIGNIFICANT PHYSICAL INJURIES AND EMOTIONAL TRAUMA, AND POSSIBLE DEATH.

146. AS A DIRECT AND PROXIMATE CAUSE OF ALL DEFENDANTS ACTS AND OMISSIONS BETWEEN JUNE- AUGUST 2021, THE PLAINTIFF WAS ADMITTED TO GRADY MEMORIAL HOSPITAL ON AUGUST 04 AND 11, 2021.

147. PLAINTIFF'S CONDITION AND DEFENDANTS ALL NAMED RECKLESS DISREGARD FOR PLAINTIFF'S HEALTH, SAFETY, AND LIFE WAS SO SIGNIFICANT THAT ORAL SURGEONS AT GRADY REFUSED TO ADMINISTER NEEDED CARE MAINLY DUE TO CHRONIC INFECTIONS ASSOCIATED WITH THE COLLECTIVE DEFENDANTS DESCRIBED ACTS AND OMISSIONS, LACK OF CARE

148. THE GRADY ORAL SURGEONS REFERRED THE PLAINTIFF TO WELSTAR KENNESTONE. ON AUGUST 11, 2021 DR. COCKEAM'S CARE.

143. THE COLLECTIVE DEFENDANTS ACTED IN CONCERT OF ACTIONS TO DELAY AND DENY PLAINTIFF NEEDED WELSTAR MEDICAL CARE TREATMENT AND LIQUID DIET SUFFICIENT TO SUSTAIN LIFE AFTER AUGUST 11, 2021 ONCE PRESCRIBED BY GRADY PHYSICIANS.

144. PLAINTIFF'S LIFE REMAINS IN IMMEDIATE DANGER AND HE CONSISTENTLY STRUGGLES.



145. THE COLLECTIVE DEFENDANTS ALL HAD SIGNIFICANT KNOWLEDGE THAT SUPERVISING PERSONAL WOULD NOT TAKE ANY CORRECTIVE ACTION IN A DISCIPLINARY AND OR SUPERVISORY CAPACITY, STARTING BEFORE 2021.

146. THE DE FACTO CUSTOM OF FAILING TO TAKE CORRECTIVE AND SUPERVISORY ACTIONS PERSISTED LONG BEFORE 2021, AND CONTINUES.

147. THE MOVING FORCE BEHIND THE CUSTOM ESTABLISHED BY THE MUNICIPALITY WAS THE "CONTRACTUAL AGREEMENT SCHEMES" EMPLOYED BY THE MUNICIPALITY.

148. THE POLICY AND CUSTOM SCHEME IS DESCRIBED AS THE "HANDS OFF" APPROACH.

149. THE MUNICIPALITY AGENTS ACTING OFFICIALLY UNDER THE HANDS OFF APPROACH DURING JUNE - AUGUST 2021, WOULD SIMPLY CITE THE ACTS AND OMISSIONS OF CONTRACTORS. NAPH CARE INC AND FARMART, INC.

150. VICE VERSA NAPH CARE INC AND FARMART INC DURING THIS SAME PERIOD WOULD CITE THE MUNICIPALITY EMPLOYEES ACTING OFFICIALLY DURING JUNE - AUGUST 2021.

151. THE DRIVING FORCE OF THE POLICY AND CUSTOM APPROVED BY ALL POLICY MAKERS WITH ALL ADMINISTRATIONS, RICE STREET FARMART INC AND NAPH CARE INC



WAS TO PROTECT EACH OTHER OFFICIALLY AND INDIVIDUALLY FROM DISCIPLINE, SUPERVISION, AND ANY CORECTIVE ACTIONS OR LIABILITIES LONG BEFORE 2021.

152. THIS COMMON PRACTICE FOR UNCONSTITUTION AND ILLEGAL PURPOSES WAS ALL JOINED BY ALL NAMED DEFENDANTS WITH SEVERAL DE FACTO IMPLICATIONS APPROVED AND RATIFIED BY POLICY MAKERS 2021.

153. THE SIGNIFICANT RECKLESSNESS HEREIN DESCRIBED FORM IMPUTED KNOWLEDGE OF UNDERSTANDING FORMED AND AGREED TO UPON BY MOVING FORCE OF THE POLICY.

154. IT WAS THESE FORCES, RATIFIED BY THOSE THAT THE FOLLOWING CONDUCTS BOTH OFFICIALLY AND INDIVIDUALLY, IN CONCERT WERE ALLOWED TO OCCUR AND PERIST.

155. PLAINTIFF CONTINUED TO SUFFER FROM OZING INFECTION FROM EXTERIOR BONE INTRUSIONS BETWEEN JULY - AUGUST 2021.

156. M. POMPAY, JOHN AND JANE DOE(S), NADH CARE INC, AND EVERY EMPLOYEE KNEW OF THE OBVIOUS CONDITIONS BETWEEN SAID DATES.

151. SAID DEFENDANTS FAILED TO PROVIDE PLAINTIFF TREATMENT WITHIN THE PREVAILING NORMS OF THE PROFESSION AND SEEK OUTSIDE CARE TO REMOVE THE WARES AND INFECTION.



152. JACOBSON CONTINUED TO UTILIZE THE INSTITUTIONAL GRIEVANCE PROCESSES AVAILABLE AT RICE STREET FILING "REPEATED" GRIEVANCES AND APPEALS BETWEEN JULY - AUGUST 2021.

153. JACOBSON SOUGHT BUT WAS DENIED STATE TORT FORMS NEEDED TO ACCESS THE STATE COURT SYSTEM(S) BETWEEN JULY - AUGUST 2021.

154. JACOBSON SOUGHT SEVERAL TIMES TO PROCUR LEGAL COPIES THROUGHOUT JUNE - AUGUST 2021.

155. THE COLLECTIVE MUNICIPALITY DEFENDANTS, THOSE INDIVIDUALS ASSIGNED, AT RICE STREET, TO LEGAL ACCESS FUNCTIONS KNEW OF THE OBLIGATIONS CONSTITUTIONALLY TO PROVIDE FORMS, NOTARY STAMPS, COPIES, AND ACCOUNT STATEMENTS.

156. A DE FACTO CUSTOM EXISTS TO IGNORE OBLIGATORY LEGAL REQUEST TO CONTINUE TO COVER-UP THESE HERETO DESCRIBED ACTS AND OMISSIONS LONG BEFORE 2021.

157. THE CUSTOM IS RATIFIED BY ADMINISTRATORS, AND SUPERVISORS AT RICE STREET LONG BEFORE 2021 EVIDENT BY THE LACK OF DISCIPLINE AND SUPERVISORY ACCESS.

158. THE PLAINTIFF(S) HAVE LEGAL CONSTITUTIONAL CLAIMS.

159. JACOBSON HAS RECEIVED REJECTED PLEADING



THOSE RISKS.

177. THE MUNICIPALITY HAD A LONG STANDING TRADITION THROUGH EARMARK TO DENY ENTIRE CLASSES OF DIETS.

178. THE MOVING FORCE BEHIND THE HANDS-OFF POLICY WAS TO CONTROL COSTS AND CONTRACTUAL COST OBLIGATIONS.

179. POLICY MAKERS APPROVED OF THE PERSISTENT DENIALS OF PRESCRIBED DIETS TO ENSURE EARMARK LIABILITIES FOR LOW COST CONTRACTUAL SERVICES.

180. IT WAS THROUGH THIS POLICY DE FACTO PROMULGATED THAT THE MUNICIPALITY ACTED WITH RECKLESS DISREGARD TO PLAINTIFFS LIFE, SAFETY, AND HEALTH.

181. THE INDIVIDUALLY NAMED: SGT'S FRANCH, SGT PRICE, DEPUTIES PEEK, MATHONE, GAY, COLLET, HORN, ANTHONY,







171. NAPH CARE, INC WAS DIRECTED BY OUTSIDE ORAL SURGEON SPECIALIST AT GRADY MEMORIAL ON AUGUST 4, AND 11, 2021; TO TRANSPORT PLAINTIFF TO DOCTOR COCKERN AT WELLSTAR

172. ALL DEFENDANT KNEW OF THOSE OUTSIDE REFERRALS, DISREGARD THOSE REFERRALS, AND SIGNIFICANTLY PARTICIPATED IN CIRCUMSTANCE DECISIONS IN THOSE DISREGARDS MAKING MEA REA CONCLUSIONS JACOBSON COULD DIE, ENCOUNTER SEVERE INFECTIONS, LOSS WEIGHT, HAVE SAFETY AND HEALTH ISSUES

173. EARMART, INC KNEW ON JUNE 24, 2021; AND WERE CONTRACTUALLY OBLIGATED TO PROVIDE PLAINTIFF CONSISTENTLY NUTRITIOUS LIQUID DIETS YET RECKLESSLY FAILED.

174. EARMART SIGNIFICANTLY PARTICIPATED IN RECKLESS DISREGARD THROUGH CONCERTS OF ACTION BETWEEN "IF" (EMPLOYEE), AND (MJS) (EMPLOYEE) IN FORWARDING NUTRITIONALLY UNBALANCED DIETS FOR NO DIETS AT ALL.

175. THE MUNICIPALITY, ALL JOHN AND JAKE DOES ACTED IN CONCERT WITH EARMART TO DENY THE SAME.

176. ALL CONSCIOUSLY UNDERSTOOD THE KNOWN RISK IN DENYING MEDICALLY PRESCRIBED DIETS AND CARE YET RECKLESSLY DISREGARD



## NOTICES.

160. JACOBSON CANNOT OBTAIN APPROVED 42 USC 1983 COMPLAINT FORMS SINCE AUGUST 2021.

161. JACOBSON CANNOT OBTAIN IN FORMA PAUPERIS FORMS FOR SUBMISSION.

162. JACOBSON CANNOT OBTAIN COPIES OF HIS COMPLAINT

## CAUSES OF ACTION

163. DELIBERATE INDIFFERENCE TO MEDICAL NEEDS DENTAL AND DELAY LIQUID MEETS AND KENNSTONE / WELLSTARE TREATMENT JUNE - AUGUST 2021.

164. PLAINTIFF INCORPORATES PARAGRAPHS ONE (1) THROUGH ONE-HUNDRED AND SIXTY-TWO (162) TO STATE THAT HIS RIGHTS UNDER THE US CONST. AMEND VIII AND XIV HAVE BEEN ABROGATED BY DENYING HIM HIS MEETS AS PRESCRIBED, DELAYING THOSE MEETS BETWEEN JUNE - AUGUST 2021.

165. PLAINTIFF INCORPORATES THE SAME IN PARAGRAPH ONE SIXTY-FOUR TO STATE THAT THOSE SAME RIGHTS HAVE BEEN ABROGATED BY DENYING HIM TREATMENT TO REMOVE HIS WIRED MOUTH AND INFECTIONS, AS PRESCRIBED BETWEEN JUNE - AUGUST 2021.

166. DELIBERATE INDIFFERENCE TO MEDICAL NEEDS INAPPROPRIATE DIAGNOSES AND TREATMENT



167. PLAINTIFF INCORPORATES AND REINCORPORATES PARAGRAPHS ONE (1) THROUGH ONE - HUNDRED AND SIXTY - TWO (162) TO STATE THAT HIS RIGHTS UNDER THE US CONST. AMENDMENTS VIII AND XIV HAVE BEEN ABROGATED BY DENYING APPROPRIATE DIAGNOSES AND TREATMENTS FOR CHRONIC INFECTIONS, WOUND MOUTH, RABDOMYOSIS, PAIN, AND SUFFERING FROM PREEXISTING DIAGNOSES

168. DEFENDANTS COLLECTIVELY FAILED TO OBTAIN NEEDED RECORDS TO ASCERTAIN AND INVESTIGATE THE ALREADY DIAGNOSED CONDITIONS, THE MEDICATIONS AND TREATMENT PLANS ALREADY IN PLACE THUS INTERFERING WITH THE SAME SOURCES OF TREATMENTS PRESCRIBED BY SPECIALISTS.

169. DELIBERATE INDIFFERENCES TO MEDICAL NEEDS LESS EFFECTOUS TREATMENT OPTIONS. KENNSTONE / WELLSTAR AND NADPH CARE INC PRESCRIBED TREATMENTS.

170. PLAINTIFF INCORPORATES AND REINCORPORATES PARAGRAPHS ONE (1) THROUGH ONE HUNDRED AND SIXTY - TWO (162) TO STATE THAT HIS RIGHTS UNDER THE US CONST AMEND VIII AND XIV HAVE BEEN ABROGATED BY PROVIDING LESS EFFECTOUS TREATMENT OPTIONS FOR NON-MEDICAL REASONS AND RECKLESS DISREGARD.



171. EARMART, INC KNEW THEY WERE REQUIRED TO PROVIDE PLAINTIFF WHOLESOME LIQUID MEETS AS PRESCRIBED BY M. POMPA AND C. SPELLS R.N SUPERVISORS

172. EARMART THROUGH "TF", "MJS" AND IN CONCERT WITH NAPH CARE INC, JONAI AND (I-II) JANE DOES (I-VIII), 2 (IV+X), AND (2) (X) - (XIV) ALL PERSONALLY PARTICIPATE IN PROVIDING LESS EFFECTUOUS LIQUIDS.

179. ALL SAID DESCRIBED UNDERSTOOD THE OBVIOUS AND KNOWN RISK YET THROUGH SIGNIFICANT ACTIONS DESCRIBED IN SAID PARAGRAPHS CONSCIOUSLY AND RECKLESSLY DISREGARD THOSE RISKS.

180 NAPH CARE, INC, PROVIDERS JONAI AND JANE DOES, THE MEDICAL ADMINISTRATES UNDERSTOOD AND KNEW FROM JUNE 06, JUNE 24, AUGUST 4, AND AUGUST 11 / 2021, THAT PLAINTIFF NEEDED SPECIALIZED FOLLOW-UP CARE FROM THE WELLS STAR GROUP

181. GRADY MEMORIAL ORAL SURGEON DIRECTED ALL SAID PARTIES IN PARAGRAPH (180) TO TAKE PLAINTIFF TO WELLS STAR OF AUGUST 11, 2021.

182. NAPH CARE, INC AND ALL SAID PARTIES KNEW OF THE RISKS AND DAMAGES A LESS EFFECTUOUS TREATMENT COURSE WOULD PROVIDE "YET RECKLESSLY DISREGARD THAT RISK BY ALL PERSONALLY PARTICIPATING IN PERFORMING LESS EFFECTUOUS TREATMENT PROTOCOLS.



182. PLAINTIFF INCORPORATES AND REINCORPORATES PARAGRAPHS ONE THROUGH ONE-HUNDRED AND SIXTY-TWO (162) TO STATE THAT HIS RIGHTS UNDER THE US CONST AMEN VII AND XIV HAVE BEEN ABROGATED BY PROVIDING DELIBERATE INDIFFERENCE TO HIS MENTAL NEED BY FAILING TO PROCUR MEDICAL RECORDS FROM BAY MENTAL CENTER PANAMA CITY FL, UMC NEW ORLEANS, THE WELSTAR GROUP AT KENNSTONKE, FULTON NORTH, AND COBB GENERAL.

183. NAPH CARE INC, M. POMPAY, PROVIDERS JOHN AND JANE DOES I-III, IV-VIII ALL KNEW THEY HAD A DUTY TO PROCUR AND INVESTIGATE PLAINTIFF SERIOUS MENTAL NEEDS AND EVALUTE THE MOST EFFECTUOUS TREATMENT OPTIONS ALREADY PRESCRIBED BY SPECIALISTS, AT SAID FACILITIES.

184. EACH SAID DEFENDANT IN PARAGRAPH 182, THROUGHOUT THOSE TIMES DESCRIBED CONSCIOUSLY, DELIBERATELY, AND RECKLESS DISREGARD THOSE KNOW RISKS BY FAILING TO PROCUR, INVESTIGATE, AND PROVIDING LESS EFFECTUOUS TREATMENT OPTIONS, THOUGHUT THOSE TIME DESCRIBED.

185. COLLECTIVELY IN CONCERT, AND THROUGH THE MUNICIPALITIES DE FACTO HAND-OFF POLICY NAPH CARE, INC AND THE MUNICIPALITY, ALL EMPLOYEES INDIVIDUALLY HAVE ENGAGED IN RECKLESS, DELIBERATE, AND CONSCIOUSLY



DISREGARD TO NOT ONLY PLAINTIFF SERIOUS MENTAL NEED BUT AN ENTIRE CLASS OF SIMILARLY SITUATED PERSONS.

186. THE DAMAGES ARE PERSONALLY DEVASTATING AND THE ENTIRE CLASS HAS NEEDLESSLY AND CONTINUES TO NEEDLESSLY SUFFER WANTON PAIN AND SUFFERING ALL THOSE WHOM ACT UNDER COLOR OF STATE LAW.

187. THE PLAINTIFF HAS BEEN DENIED HIS RIGHT UNDER TITLE III OF THE AMERICAN WITH DISABILITIES ACT.

188. PLAINTIFF SUFFERS FROM A COGNIZANT DISABILITIES LISTED AND FORMED IN TITLE III.

189. THE COLLECTIVE DEFENDANTS HAVE DENIED HIM REASONABLE ACCOMMODATIONS IN HEALTH CARE AND NETS.

190. THE PLAINTIFF INCORPORATES AND REINCORPORATES PARAGRAPHS ONE THROUGH ONE HUNDRED AND SIXTY THREE (163) TO ALLEGE HIS RIGHTS UNDER THE US CONST. AMEND I AND XN HAVE BEEN ABROGATED.

191. THE DEFENDANTS HAVE COLLECTIVELY REFUSED TO ANSWER, ACKNOWLEDGED, AND CONCEALED GRIEVANCES PER 42 USC 1997(e).

192. COLLECTIVELY THE DEFENDANTS REFUSE TO PROVIDE FORMS, COPIES, AND NOTARY STAMPS



193. PLAINTIFFS RIGHTS TO PETITION THE COURTS HAVE BEEN ABROGATED.

194. PLAINTIFF HAS RECEIVED REJECTED PLEADING NOTICES FROM THE SUPERIOR COURT OF FULTON COUNTY DATED AUGUST 10, 2021 AND FROM THE GEORGIA SUPREME COURT DATED AUGUST 19, 2021.

195. PLAINTIFFS RIGHTS TO A COMMITMENT HEARING HAVE BEEN DENIED.

196. PLAINTIFF WAS HELD ON A DEFECTIVE WARRANT.

197. PENDENT CLAIMS

198. THE PLAINTIFF ALLEGES THAT SEVERAL HEALTH CARE EMPLOYEES BREACHED THE STANDARDS OF PROFESSIONAL CARE.

199. THAT BREACH CAUSED PLAINTIFF DAMAGES.

200. THOSE NAMED HAD A DUTY TO PROVIDE CARE.

201. THEY FAILED IN THOSE DUTIES.

#### DAMAGES

202. THE PLAINTIFF INCORPORATES AND REINCORPORATES PARAGRAPHS ONE THROUGH TWO HUNDRED AND ONE (201) AND STATES THE FOLLOWING DAMAGES.

203. THE PLAINTIFF IS ENTITLED TO COMPENSATORY DAMAGES TO BE DETERMINED BY THE JURY IN THE AMOUNT OF \$350,000.00



204. THE PLAINTIFF IS ENTITLED TO PUNITIVE DAMAGES IN THE AMOUNT OF \$250,000.00

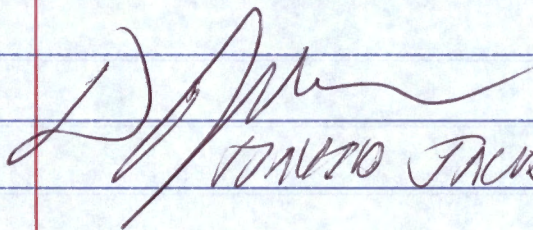
205. THE PLAINTIFF IS ENTITLED TO DECLARATORY RELIEF SPECIFYING HIS CONSTITUTIONAL RIGHTS HAVE BEEN VIOLATED.

206. THE PLAINTIFF IS ENTITLED TO INJUNCTIVE RELIEF:

- A. PROHIBITING THE DENIAL OF SUFFICIENT FOOD;
- B. PROHIBITING WITHHOLDING OF MEDICAL CARE AND
- C. PROHIBITING RETALIATION

#### VERIFICATION

I DECLARE THAT THE MATERIAL FACTS STATED HEREIN, ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

  
DAVID JACKSON

DATED: 8/25/2021